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CORPORATIONS — TORTS AND CRIMES — CRIMINAL LIABILITY OF A CORPORATION. — The traffic manager of the defendant company entered into an unlawful agreement with the American Sugar Refining Company, giving it a rebate on goods shipped. The defendant company was indicted and convicted under the section of the Elkins act which imputes to the corporation the act of its agent acting within the scope of his authority. *Held*, that the defendant company may be convicted. *New York Central R. R. Co. v. United States*, U. S. Sup. Ct., Feb. 23, 1909.

There is no doubt that a corporation may be held for a violation of a statute which merely provides that whoever intentionally does the thing complained of shall be liable. *United States v. Kelso*, 86 Fed. 304. The law is not so clear, however, when the *mens rea* is a necessary element. The corporation has been held liable in tort for the wilful and malicious act of its agent. *Green v. Omnibus Co.*, 7 C. B. N. S. 290. And a corporation may be charged with punitive damages. *Samuels v. Evening Mail*, 75 N. Y. 604. It would seem that under modern conditions courts will hesitate to pursue further an artificial line of reasoning, based on the idea that corporations can do no wrong because they exist only in contemplation of law. Undoubtedly, by its very terms a statute may preclude the liability of corporations under it. *People v. Rochester Ry. & Light Co.*, 59 N. Y. Misc. 347. But there is no reason why the state, having created a corporation, may not impute to it an evil intent and hold it for its acts. Such is the trend of the more recent decisions, as where the corporation is charged with a conspiracy in restraint of trade. *United States v. MacAndrews & Forbes Co.*, 149 Fed. 823.

CORPORATIONS — WHAT ACTS ARE ULTRA VIRES — CORPORATION ORGANIZED BY ANOTHER TO TAKE OVER ITS PROPERTY. — The stockholders of the defendant company passed a resolution that its board of directors should organize a new company and convey to it certain real estate belonging to the old company in consideration of the issuance to the defendant of all the capital stock of the new company, to be allotted to the defendant's stockholders in proportion to their then holdings. A non-assenting minority stockholder brought a bill in equity praying that the directors be enjoined from carrying out the terms of the resolution. *Held*, that the injunction be granted. *Schwab v. E. G. Potter Co.*, 40 N. Y. L. J. 2495 (N. Y. Ct. App., March 2, 1909).

If corporations could create new bodies to carry on their business, there might soon exist an endless chain of companies that would seriously prejudice the rights of minority stockholders. Clearly no reason exists for implying such a power as necessary to corporate existence. *Elyton Land Co. v. Dowdell*, 113 Ala. 177. Indeed the proposed scheme would have been *ultra vires*, even though the directors had merely been authorized to purchase shares in a corporation to be formed; for a corporation may not as a general rule become a stockholder in another corporation unless authorized by statute or by charter. *People ex rel. Moloney v. Pullman Co.*, 175 Ill. 125. The facts in the principal case do not bring it within the exception to this rule, for the stock here was not to be taken as payment or security for a debt. *Memphis R. R. v. Woods*, 88 Ala. 630; *Bank of India's Case*, L. R. 4 Ch. 252. It would seem, however, that such a scheme might be good as a means of dissolving the company if a non-assenting shareholder could at his option decline the new stock and get in cash the value of his share of the assets of the old company. *Treadwell v. Salisbury Mfg. Co.*, 7 Gray (Mass.) 393.

DAMAGES — MEASURE OF DAMAGES — REMEDIES OF SERVANT ON WRONGFUL DISCHARGE. — The defendant contracted to employ the plaintiff for a term of five years at a yearly salary payable in monthly installments. After a few months' service the plaintiff was wrongfully discharged. He brought an action on the contract for such damages as he had sustained and might sustain up to the date of the trial, but without prejudice to his right to sue for damages subsequently accruing. Judgment was recovered for the amount of his salary to the time of trial. Before the expiration of the term